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FAX No.

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

X

THE AMERICAN AUTOMOBILE  
ASSOCIATION, INC.,

Plaintiff,

CONSENT ORDER OF  
JUDGMENT

- against -

C&R AUTOMOTIVE, INC. doing business as  
AAA-1 Towing and MICHAEL SCHMELTZER  
an individual,

cv 11-5655 (ADS) (AKT)

Defendants.

X

**CONSENT ORDER OF JUDGMENT**

WHEREAS, The American Automobile Association, Inc. ("AAA") has brought an action in this Court against C&R Automotive, Inc. d/b/a AAA-1 Towing and Michael Schmeltzer (hereinafter, the "Defendants") in which it has alleged that Defendants have knowingly and willfully violated AAA's rights in its famous and distinctive AAA trademarks ("AAA Marks"), in violation of the Federal Trademark Act ("Lanham Act"), 15 U.S.C. §§ 1114, 1125, and New York state law, by making unauthorized use of the AAA Marks to advertise the business AAA-1 Towing owned and operated by Defendants;

WHEREAS, the Court has jurisdiction over this civil action by virtue of 28 U.S.C. §§ 1331, 1338, and 1367;

WHEREAS, AAA and Defendants have entered into a Settlement Agreement to resolve any and all controversies and disputes between them existing as of this date;

WHEREAS, pursuant to that Settlement Agreement, AAA has agreed to dismiss its claims for damages, attorneys' fees, and costs;

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WHEREAS, pursuant to that Settlement Agreement, Defendants have agreed and consented to entry by the Court of a permanent injunction restraining them from violating AAA's trademark rights; and

WHEREAS, Defendants waive all defenses or counterclaims which it might otherwise raise at a trial on the merits of AAA's demand for a temporary restraining order, preliminary injunction, permanent injunction, and/or damages.

NOW THEREFORE, Defendants consent and agree that this Court enter a judgment permanently enjoining them from unauthorized use of AAA's trademarks, or of marks confusingly similar to any of them.

The Court does hereby, upon the consent of the parties, declare that a permanent injunction issue herein as follows:

IT IS ORDERED, ADJUDGED, AND DECREED:

1. That Defendants, their agents, attorneys, representatives, employees, and all persons in active concert or participation with them who receive notice hereof, are hereby permanently enjoined from any unauthorized use of AAA's trademarks, or of marks confusingly similar to any of them in association with their business;

2. That each and every claim for damages, penalties, costs, and attorneys' fees by AAA against Defendants, other than the permanent injunction granted herein, is hereby dismissed without prejudice, except for such damages, penalties, costs, and/or attorneys' fees which might result from any violation of this Order; and

3. That this case shall be closed, except that this Court shall retain jurisdiction for the purpose of enforcing the Settlement Agreement and this Consent Order of Judgment.

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ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

United States District Court  
Eastern District of New York

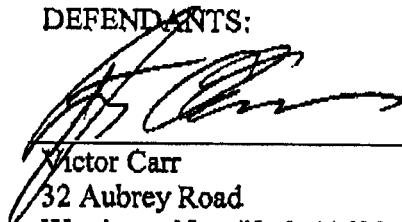
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